

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5933; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@fortlauderdale.gov
ITB NO. 242-9004

ISSUE DATE: 2/10/04
PAGE 1 OF 25
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 3/10/04**

TITLE: Furniture / Systems for new 'One Stop Shop' Building
PROCUREMENT SPECIALIST: James Hemphill
CONTACT FOR TECHNICAL QUESTIONS: Wayne Jessup
Bidder Must Complete the Following:

DEPT: Engineering
PHONE: (954) 828-4346

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (See General Conditions Section 1.01)	
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section 1.06) Web site address: http://www/ _____ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
How to Submit Bids/Bids: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not submit by facsimile. Facsimile bids will not be accepted.</u> Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID/RFP No. 242-9004 Title: Furniture / Systems for new 'One Stop Shop' Bldg. Opens: 3/10/04/ 2::00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. _____ Signature of Authorized Representative _____ Name of Authorized Representative (typed or printed)	
_____ Title (Typed or Printed) _____ Date	

City of Fort Lauderdale
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

PART I BIDDER BID PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder bid pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Bidders are requested to include in their bids a narrative describing their past accomplishments and intended actions in this area. If bidders are considering minority or women owned enterprise participation in their bid, those firms, and their specific duties have to be identified in the bid. If a bidder is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR BIDS (RFP) when the City is requesting bids from qualified Bidders.
BID – a price and terms quote received in response to an ITB.
BID – a bid received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
BIDDER – Person or firm submitting a Bid.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED BIDDER – That Bidder, responding to a City RFP, whose Bid is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Bidder who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Bidder who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Bidder who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Bid; Bidder, Bidder, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the bid forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or bids they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder bid page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract .
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide a written proposal for services to furnish and install new office furniture and panel systems for the new City of Ft. Lauderdale One Stop Shop Building Services facility. In addition, you will be required to provide a move management quote for existing furniture and include moving supplies (boxes/tape) and labor in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this ITB, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Wayne Jessup at (954) 828-4346. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jhemphill@fortlauderdale.gov. Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule.

Bidders please note: No part of your bid can be submitted via FAX. The entire bid must be submitted in accordance with the Instructions contained in this ITB.

02.5 PRE-BID MEETING – A pre-bid meeting will be held on the date and time specified in the Schedule Section of the ITB. While attendance is not mandatory, it is the sole responsibility of the bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials and labor required. It is strongly suggested that all bidders attend the pre-bid meeting.

03. ELIGIBILITY

To be eligible to respond to this Invitation To Bid the bidding firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this ITB.

04. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

05. LOBBYIST ACTIVITIES

ALL BIDDERS/BIDDERS PLEASE NOTE: Any bidder or bidder submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

06. PURCHASING CARD PROGRAM

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, purchases made from this contract may be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

PART II - ITB SCHEDULE

Release ITB	2/10/04
Pre Bid Conference – 1:00 PM Fort Lauderdale One Stop Shop 300 NW 1 st Ave. – Construction Conference Room Fort Lauderdale, Fl.	2/25/04
Last Date for Receipt of Questions of a Material Nature	2/26/04
Addendum Release (If required)	2/27/04
BID DUE (Prior to 2:00 PM)	3/10/04
City Commission Award of Contract (Estimated)	4/7/04
Final Execution of Contract by City (Estimated)	4/8/04

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

ITB General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this ITB as Exhibit "A".

02. BIDDERS' COSTS

The City shall not be liable for any costs incurred by bidders in responding to this ITB.

03. RULES AND BIDS

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

04. MERCHANTABILITY

There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the City's option, be considered non-responsive.

05. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Bidder, by submitting a bid attests they have not been placed on the convicted vendor list.

06. PRICES:

06.1 All prices quoted shall include delivery/handling charges.

06.4 Firm Price: The City of Fort Lauderdale will not accept any bids that do not guarantee a firm price until completion of order.

07. AWARD

07.1 The bid will be awarded to overall low qualified bidder, or item by item, whichever is in the best interest of the City of Fort Lauderdale.

07.2 The City of Fort Lauderdale will be the sole judge in determining if the product proposed and delivery time meets our requirements. The City reserves the right to award to that bidder which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to the specifications and in the bidding procedure.

08. INVOICES/PAYMENT

The City will make every effort to pay a correct invoice within thirty (30) days after receipt, following City acceptance.

09. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned

09. TAXES AND PERMITS (Cont.):

by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his bid, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

10. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

10.1 Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

11. MODIFICATION OF SERVICES (Deletions / Additions)

11.1 The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

11.3 The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

12. APPROVED EQUAL OR ALTERNATE PRODUCT BIDS

12.1 The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

12.2 The bidder must state clearly in his bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his bid to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

12.3 The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the evaluation process.

13. EXTENDED BID PRICES:

Bidder is requested to indicate if additional quantities of the items may be purchased at a price quoted herein: YES_____ or No_____, through date:_____.

14. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

15. SUBCONTRACTING

In the event subcontracting is permitted, each subcontractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

16. DEFAULT PROVISIONS

In the event of default by the Bidder, the City reserves the right to procure the item(s) / services proposed from other sources and hold the bidder responsible for excess cost incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.

17. INSURANCE

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Fort Lauderdale Risk Manager.

The Contractor shall carry at all times the following insurance coverage:

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE :

Worker's Compensation for all Contractor employees: **Statutory 440-055.**

Employer's Liability: **\$500,000.00**

COMMERCIAL GENERAL LIABILITY INSURANCE:

Combined single Limit Bodily Injury/Property Damage with minimum limits of **\$1,000,000.**

This coverage must include Coverage for the liability assumed by the contractor under the indemnity provision of the contract.

AUTOMOBILE LIABILITY INSURANCE:

Bodily Injury - **\$250,000** each person **\$500,000** each occurrence

Property Damage - **\$100,000** each occurrence

Combined Single Limit - **\$1,000,000** (Bodily Injury and Property Damage Combined)

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

Waiver of Subrogation: All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

17.2 SUBCONTRACTOR INSURANCE – Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

18. TORT IMMUNITY:

The City of Fort Lauderdale hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the City's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto.

19. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

20. CONTRACTORS RESPONSIBILITY

Contractor shall provide sufficient manpower so as to perform work safely and expeditiously with all equipment plainly marked with the company name. All work shall be performed between the hours of 8 a.m. and 5 p.m., during normal working days. Exceptions to this schedule can only be made with the prior approval of the City.

20. CONTRACTORS RESPONSIBILITY (Cont.)

The Contractor shall provide a qualified foreman present on the site at all times, and as a fully authorized agent of the Contractor, the foreman must be capable of making on-site decisions. The foreman shall be well versed in reading and understanding plans and the technical aspects of the project.

All equipment shall comply with and be used in accordance with all pertinent safety regulations including ladders, hoists, planks, and similar items. Do not proceed with installation until any unsatisfactory conditions are corrected. Comply with manufacturer's warranty and guaranty instructions for installation. Make all adjustments for alignment and operation. Clean all surfaces and remove excess sealants and lubricants.

It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all residue at the end of each and every workday. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from applicable City personnel. Any materials and/or equipment left on site, shall be done with the Contractor, fully and totally responsibility for security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the total responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City of Fort Lauderdale.

Upon completion, the Contractor shall be responsible for leaving the job site free of all construction debris and in an orderly state. Clean all walks, paving, and site features of dirt and other debris.

ANTI-COLLUSION STATEMENT

By submitting this bid, the Bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

City of Ft. Lauderdale
One Stop Shop
Furniture Bid Package

You are invited to submit a written proposal for services to furnish and install new office furniture and panel systems for the new City of Ft. Lauderdale One Stop Shop Building Services facility. In addition, you will be required to provide a move management quote for to move existing furniture from old one stop shop location to new facility. Move quote is to include transportation, moving supplies (boxes/tape, etc.), labor and all other incidentals required.

The following has been provided to assist you in preparing your proposal:

1. (1) Furniture Plan ; (1) Office Layout; (1) Workstation Layout - All available in CAD format (see / download from our web site). Or, hard copies of drawings can be picked up at City of Fort Lauderdale Procurement Office.
2. Floor Plan at 1/8"=1'-0" scale
3. Plan View and 3D drawings of "Typicals" in 8 1/2" x 11" format
4. Tagged Furniture Cutsheets

NOTE:

SPECIFICATIONS FOR WORKSTATIONS ARE BASED PRIMARILY ON THE *HERMAN MILLER* LINE.

CASE GOODS ARE BASED PRIMARILY ON THE *NATIONAL* LINE

SEATING IS BASED PRIMARILY ON THE FOLLOWING THREE LINES – *HERMAN MILLER, SIT ON IT AND NATIONAL*

AS INDICATED ON THE LEGEND ON PAGE 20 AS WELL AS THE PRICING MATRIX.

City staff, however, has determined that the following lines will also be acceptable:

KNOLL

STEELCASE

HAYWORTH

TEKNION

It is the Bidder's responsibility to provide adequate information in his bid to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with your bid, it may be rejected.

These specifications and Manufacturer numbers represent a level of quality and features that are desired by the City. It is not the City's intention to specify proprietary items or components that are restricted to only one vendor. If a proposer can verify that any of these specifications are too restrictive, they are to report any objections along with verifications to the Procurement Specialist in writing BEFORE the last day of questions as indicated in the ITB schedule (Part II).

CITY OF FT. LAUDERDALE ONE STOP SHOP BUILDING SERVICES

FURNITURE REQUIREMENTS:

Furniture must be new product with warranties as specified below. All furniture Installation shall be coordinated with the General Contractor building the building. The awarded vendor/dealership will be responsible for providing all the necessary equipment to be able to transport furniture from its trucks to all

areas. The awarded vendor/dealership will be responsible for daily clean up and removal of their trash. City of Ft. Lauderdale will provide no dumpsters for their use.

Upon award of the furniture bid, the full-time, on-site supervisor responsible for the layout and installation of the furniture will be required to attend the scheduled jobsite meetings at the City of Ft. Lauderdale.

Vendors need to provide a quote, which includes a full bill of materials by product type (i.e. systems, seating, casegoods, etc.) to include individual quantities, product number, description, sizes, and product prices. Provide brochures to support product specified in bid.

All furniture must be standard product or standard specials; all specials must have the same lead-time as standard product.

SYSTEMS FURNITURE

Systems furniture must carry a minimum warranty of 10 years, labor included- including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms. This warranty must be provided in writing. The systems furniture must be panel based and shall include monolithic, stackable panels and storage. All storage and freestanding casegoods must be aesthetically compatible with the systems furniture portfolio.

Panels:

1. All panels shall meet or exceed ANSI/BIFMA requirements for mechanical strength.
2. All panels shall support as many components as can physically fit within the dimensions of the panel.
3. Acoustical panels shall provide a noise reduction coefficient (NRC) of approximately .80 and a sound transmission class (STC) of approximately 27.
4. The interior of the powered panel shall have a light seal to inhibit sound leakage through the panel.
5. Panels shall be available in at least seven heights and seven widths ranging from 32-85" and 12-60", respectively.
6. The system shall have available a pocketed-privacy door panel.
7. Each panel shall be equipped with two adjustable levelers of such a design that the entire workstations may be relatively easily relocated by skidding them, without distressing the floor covering.
8. The panel assembly shall be non-progressive entry such that installation may begin at any point in the run. Once erected, any panel shall be removable, replaceable, or relocatable without disturbing the adjacent panels or violating the integrity of the panel system.
9. Panels shall be less than 2 inches thick and relatively lightweight such that one person can easily maneuver a single panel up to 60" in width.
10. Panel connectors shall be located external to the panel for easy access and adjustment.
11. Panel connections shall be of a fire-proof, metal-to-metal connection.
12. All panel connections shall be filled and sealed to conceal electrical wiring.
13. The panel system shall meet the Class A requirements for flame spread and smoke development as specified by the National Fire Protection Association (NFPA) in the 1988 Life Safety Code No. 101 and the Underwriters Laboratories requirements for use with energy distribution components.
14. Wall strips shall be capable of supporting not only storage components but also cantilevered work surfaces, when installed per manufacturer's guidelines.
15. The current manufactured edition of panels and components shall be compatible with all previous generations of the panel system.
16. The system shall accommodate twenty 25-pair cables in powered panels and up to forty 25-pair cables in non-powered panels.
17. The system shall offer optional panel-top cable raceways for additional cable capacity capable of continuous lay-in for up to ten 25-pair cables in straight-line and corner conditions.
18. The system shall accommodate stack-on panels available in both fabric and glass.
19. Stack-on panels elements shall be able to be added or removed without reconfiguration of foundation panels.
20. The system must be able to accept 2-high stack on panels and accept hang-on components.

Energy:

1. The panel power system shall offer cable access at the floor level (baseline) and at the work surface level (beltline).
2. The panel system shall feature eight-wire, four-circuit capability with up to three circuits of isolated ground protection and optional surge suppression for computers. The system shall be able to offer up to 80 amps of power.
3. The power system shall have the capacity for two duplex outlets per panel side (total of four outlets) on all panels wider than 30 inches.
4. The product shall feature a six-inch wide cable management panel frame that allows vertical cable management and access to voice-data at work surface level.
5. The power system shall have an optional metal barrier that shields data from power lines within the cable management space, to avoid electrical interference and tapping of data lines.
6. The power system shall be modular and provide access to any circuit configuration via snap-in duplex receptacles.
7. Panel shall ship with factory-assembled energy harness.
8. Energy distribution componentry shall be fully retrofitable in the field.
9. Panels shall incorporate factory assembled, hinged side covers that provide quick and easy access to electrical harnesses and telecommunications cables.
10. Panel baseline side covers shall be a moulded, integrally colored design that resists scratches and is, for all intents and purposes, dent proof.
11. The in-panel power system shall be UL listed Type II, qualifying it for factory pre-assembly, as well as field configuration without the participation of a licensed electrician or building electrical inspector.
12. The system shall utilize a non-handed modular power connection to access building power supply.
13. Each workstation is to receive two regular and one dedicated duplex receptacle.
14. Each workstation is to receive one category 5 data receptacle and one category 5 telephone receptacle to be supplied and installed by others. Furniture supplier must provide knockouts in the panel base for these.

Shelves/Flipper Door Units:

1. Overhead storage units shall be available ordered as complete units or separately as shelves and flipper doors.
2. All hang-on componentry shall be vertically adjustable in one-inch increments.
3. All overhead storage units shall use a nylon rack-and-pinion gear assembly for finger-tip opening from any point along the door edge.
4. The overhead storage door shall be painted. Veneered or fabric covered doors shall be available from manufacturer.
5. The load limit for any size overhead storage unit or shelf shall be a minimum of 150 pounds.
6. Locks must be specified for each overhead storage unit.

Work Surfaces:

1. Cantilevered work surfaces shall be laminate with veneer finishes available as options.
2. Cantilevered work surfaces shall be 1 ¼ inches thick with continuous wrapped edges.
3. All cantilevered work surfaces shall be height-adjustable in one-inch increments.
4. All cantilevered work surfaces shall have a 7/8-inch gap at the back edge to allow standard electrical cords to drop through and be freely adjusted laterally.
5. All cantilevered work surfaces shall have predrilled holes to assist in positioning support arms and suspended drawers.
6. Freestanding work surfaces, equipped with glides, should be 1 1/8 inches thick and available in 25 ½- and 29-inch heights and 24- and 30-inch depths.
7. Transaction surfaces should be available for use on top of panels to create across-the-counter work/display areas.

Display:

1. Hang-on fabric covered tackboards and erasable marker boards shall be available from manufacturer. Provide one tackboard per workstation (see typical for location).
2. A hang-on tool bar shall be available to match all panel widths. Provide one tool bar per workstation (see typical for location). Include 1 diagonal tray and 2 paper trays per tool bar.

Lighting:

1. Under-shelf light fixtures shall have a glare-reducing lens, preferably a batwing, bilateral, acrylic lens that provides broadly distributed light with minimal veiling and direct glare.
2. A task light reflector shall be available from manufacturer to convert a task light into a display light for vertical illumination of panels and tackboards.
3. A personal light shall be available from manufacturer to provide concentrated light for critical tasks and attach with a clamp mount anywhere along the back of a work surface.
4. General and high-performance task lights shall be available from manufacturer in sizes that match shelf widths of 24, 30, 36, 42, 48 and 60 inches. Provide one task light for each overhead unit.

Pedestals and Lateral Files:

1. The systems pedestals must be the same manufacturer as the panel system.
2. The pedestals shall be provided with locks keyed alike for each work station.
3. Pedestals must be available from manufacturer in 20-, 24-, and 28-inch depths to provide proper capacity in the workstation.
4. All stationary pedestals and lateral files must have adjustable glides to ensure files are level and aligned.
5. A counterweight shall be provided for all pedestals and lateral files of all widths and heights.
6. Pedestals must have the ability to attach to both a work surface and panel to provide support and act as a panel return.
7. Lateral files must have a positive interlock that allows only one drawer at a time to open.
8. All cabinets and drawer bodies must be made of steel.
9. All file drawers must accommodate letter and legal sized filing(specify letter side to side). All file drawers must have full extension steel ball bearing slides.

COMPUTER SUPPORT

1. The workstation keyboard trays shall consist of a track, platform with palm rest and mouse tray.
2. The track shall have 2 lengths available suitable for proper corner worksurface mounting. The track shall be adjustable in height with a total range of 4-6 inches. Height adjustment shall not require any knobs or levers.
3. The platform with palm rest shall tilt from 0-10 degrees and the mechanism shall swivel 360 degrees for storage beneath the worksurface.
4. The mouse tray shall swivel 270 degrees and mount on either side of the platform for right-or left-handed users.
5. The palm rest shall be made of a washable foam material.

CASEGOODS

1. All casegoods furniture must carry a lifetime warranty for single shift use. This warranty must be provided in writing.
2. All casegoods must be contemporary in style and specified in laminate.
3. A minimum of 4 laminate finishes must be available.
4. Tops should be a minimum of 1 3/16 inches thick with a mitered rim, with the grain direction running left to right.
5. Conference room tables must be matching and from the same manufacturer. Matching storage credenzas must be included along with wall-mounted visual cabinets with doors.

6. Chasis must be fastened by screws, glue and hardwood cleats.
7. Both $\frac{3}{4}$ and full pedestals must be available.
8. Modesty panels shall be full-height.
9. End panels must be 1 inch thick.
10. Leveling glides must be standard on all units.
11. Drawer interiors must have as a minimum $\frac{1}{2}$ inch laminate sides and back with $\frac{1}{8}$ inch drawer bottoms and tongue and grooved joinery with screw applied drawer fronts.
12. Box drawers must have $\frac{3}{4}$ extension slides with ball bearing rollers and file drawers must have full extension, progressive action slides with precision steel ball bearings. Provide full height drawers.
13. File rods must be standard in file drawers.
14. Locking in all drawers and overhead storage must be standard and keyed alike available.
15. All file drawers must accommodate letter and legal sized filing.
16. Casegoods series must include matching bookcases and 4-high lateral files.
17. Casegoods series must include matching small round conference tables.
18. Library shelving will match casegoods and shall be laminate with 5 shelves, 3 of which are adjustable, width 33 inches and not to exceed 66 inches high.

TASK SEATING

Task seating will be utilized in both workstations and private offices. The task seating shall carry a lifetime warranty for single shift use, including pneumatic cylinders, control mechanism, base and casters. This warranty must be provided in writing. Task seating must meet or exceed BIFMA/ANSI standards.

1. Task chair must swivel 360 degrees, include a gas cylinder seat height and an internal back height adjustment.
2. Task chair back must tilt independently from the seat, have an infinite back angle adjustment and tilt tension control.
3. Task chair seat must pivot in a 5 degree forward position.
4. Task chair must include an infinite position tilt lock and free float in unlocked position.
5. Task chair must have available a seat depth adjustment.
6. Task chair shall include upholstered seat back.
7. Task chair must be provided by same manufacturer in the various sizes required.
8. Task chair must include adjustable height arms.
9. Stools with arms and casters must be provided by the same manufacturer as the manufacturer of the task seating.

SEATING-Private Office Guest, Conference Rooms and Workstation Guest

1. All private office and conference room seating must carry a lifetime warranty for single shift use. This warranty must be provided in writing.
2. Shall be of a style compatible with the task seating.
3. Seating must include a wood arm for private office application and urethane arm for conference and workstation application. Wood arm application must match casegoods in same areas.
4. Seating shall have a 4-leg base and available in at least two finishes.
5. Seating must include an upholstered back for private offices, conference rooms and workstations.
6. Seat must have a seat width minimum 20 $\frac{3}{4}$ -inches wide.
7. Additional stack seating w/polypropylene back and seat without arms must be provided for conference rooms and must stack at least 10 chairs high on the floor and up to 36 chairs high on a cart.

RECEPTION/WAITING SEATING

The seating shall carry a lifetime warranty for single shift use, including the base. This warranty must be provided in writing. Seating must meet or exceed BIFMA/ANSI standards.

1. The seating shall include the ability to gang arm-to-arm without a shared arm.
2. The arms must be of a soft material and contoured.
3. The seating must include a waterfall front seat edge.
4. The seating shall be provided with thermoplastic seat/back.
5. The seating must include a nylon glide and offer an "anti-tip" swivel glide.
6. Laminate cube tables must be available to match casegoods finish.

TANDEM SEATING/TABLES

The seating shall carry a minimum warranty of 12 years/labor included. This warranty must be provided in writing.

1. Seating shall be available in either a single row or back to back rows of seats or seats/tables in 2-7 unit configurations.
2. The base shall be a black T-beam with polished aluminum legs and nylon glides.
3. Seat/back shall be vinyl.
4. The table shall be affixed to the tandem beam and the surface of laminate with a vinyl edge.
5. Shared arm pads are black urethane.

EMPLOYEE LOUNGE AREAS

The furniture in these areas must carry a minimum warranty of 12 years/labor included. This warranty must be provided in writing.

Tables:

1. Tables must have steel bases and laminate tops with a PVC edge band.
2. Tables must be available in a variety of sizes and shapes.

Chairs:

1. Chairs must be able to stack at least 10 chairs high on the floor and up to 36 chairs high on a cart.
2. All parts of the chairs must be 100 percent recyclable.
3. Chairs seat/back shall be available in at least 10 colors and the frame in at least four finishes.
4. Chair seat/back must be constructed of a polypropylene. The back must be flexible.
5. Chairs must have a sled base with protective glides for hard floors.

Legend:

**NOTE: The Manufacturer numbers indicated in this legend are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City. The City is receptive to any product that would be considered by qualified City personnel as an approved equal. (See PART III item #12)
Please refer to acceptable Manufacturer listing indicated in Part IV.*

OT1 Sing Ped Desk w/BBF Ped 66x30 Bridge 42x24 Sing Ped Credenza w/FF Ped w66 Overhead Unit w/Doors and Task Light w66 Work Table 60x30	OT2 Sing Ped Desk w/BBF Ped 66x30 Bridge 42x24 Sing Ped Credenza w/FF Ped w66 Overhead Unit w/Doors and Task Light w66 4 High Lateral File w36 Tall Bookcase	OT3 Sing Ped Desk w/BBF Ped 66x30 Bridge 42x24 Sing Ped Credenza w/FF Ped w66 Overhead Unit w/Doors and Task Light w66 4 High Lateral File w36
OT4 Sing Ped Desk w/BBF Ped 66x30 Bridge 42x24 Sing Ped Credenza w/FF Ped w66 Overhead Unit w/Double Doors and 2 FF Peds w72 Overhead Unit w/Doors w72	OT5 Sing Ped Desk w/BBF Ped 72x36 Bridge 48x24 Sing Ped Credenza w/FF Ped w72 Wall Hung Overhead Unit w/Doors and Task Light w72 Storage Credenza w/Double Doors and 2 FF Peds w66 Tall Bookcase 36" Dia Conference Table and Base	Offices and Conference Rooms- National Arrowood 2100 Series
CH1 -N12QQ National Mix it	CH2 -6211M.A28 Sit On It At Work	CH3 -6233M.A28 Sit On It At Work
CH4 -6211P.A28SI Sit On It At Work	CH5 -N14QQ National Mix It	CH6 -N14QQ National Mix It
CH7 -LM Herman Miller Limerick	CH8 thru CH10 -Herman Miller Eames Tandem	CH11 -5214 Sit On It Freelance
CH12 -LM Herman Miller Limerick Workstations-Herman Miller Action Office Series 2	SH1 -National Arrowood 2100 Series	SH2 -HM Meridian Storage Cabinets
TB1 -96x48 Boat-shaped-National laminate to match casegoods	TB2 -96x48 Rectangular-National laminate to match casegoods	TB3 -20x20 Cubes- National laminate to match casegoods
TB4 -30x60 Worktable- National laminate to match casegoods	TB5 -30x72 Worktable-Herman Miller	TB6 -36" diameter-Herman Miller

SILENCE OF SPECIFICATIONS:

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART V - REQUIREMENTS OF THE BID SUBMITTAL**ELIGIBILITY**

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this ITB, to at least one entity similar in size and complexity to the City of Fort Lauderdale.

SUBMITTAL REQUIREMENTS

All bids must be submitted in a sealed package with the ITB number, due and open date, and ITB title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

The following is required to be submitted as part of your submittal:

1. Please provide List Prices and applied discounts for all products
2. Separate furniture installation pricing
3. Move management quote
4. Include all freight prices
5. Cut sheets on all specified products
6. All Manufacturers warranties
7. Complete set of detailed installation drawings and typicals
8. Furniture installation schedule of how many days
9. Information on in-house installation/move team – Include experience, equipment available, liability assurances, etc.
10. Company Background-Bidder will provide its company background statements including, at a minimum, full name and address of the organization, the place or places, including the complete address or addresses, where the business is to be conducted and how long the company has been in business and the size of the company and how many employees it has.
11. Questionnaire – Bidder must complete / submit questionnaire found on page 25

All bids must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this ITB.

The bid shall be signed by a representative who is authorized to contractually bind the Contractor.

PART VII PRICE LIST / COST BID

BIDDER NAME _____

City of Fort Lauderdale One Stop Shop								
Furniture Bid Summary								
TAG	QTY.	ITEM	MFG/SERIES OFFERED	UNIT LIST PRICE	DISCOUNT % APPLIED	CONTRACT NAME	UNIT BID PRICE	EXTENDED COST
N/A	1 lot (PROVIDE TOTAL PRICE FOR ALL STATIONS)	Workstation lot (as shown on plan) <i>Herman Miller Action Office Series 2</i>						
CH1	48	Workstation Guest Chairs <i>#N12QQ National Mix it</i>						
CH2	118	Task Chairs Low Back <i>#6211M.A28 Sit On It At Work</i>						
CH3	18	Task Chairs High Back <i>#6233M.A28 Sit On It At Work</i>						
CH4	11	Task Stool <i>#6211P.A28SI Sit On It At Work</i>						
OT1	6	Office Typical 1 <i>Sing Ped Desk w/BBF Ped 66x30</i> <i>Bridge 42x24</i> <i>Sing Ped Credenza w/FF Ped w66</i> <i>Overhead Unit w/Doors and Task Light</i> <i>w66</i> <i>Work Table 60x30</i>						
OT2	1	Office Typical 2 <i>Sing Ped Desk w/BBF Ped 66x30</i> <i>Bridge 42x24</i> <i>Sing Ped Credenza w/FF Ped w66</i> <i>Overhead Unit w/Doors and Task Light</i> <i>w66</i> <i>4 High Lateral File w36</i> <i>Tall Bookcase</i>						
OT3	6	Office Typical 3 <i>Sing Ped Desk w/BBF Ped 66x30</i> <i>Bridge 42x24</i> <i>Sing Ped Credenza w/FF Ped w66</i> <i>Overhead Unit w/Doors and Task Light</i> <i>w66 4 High Lateral File w36</i>						

OT4	1	Office Typical 4 <i>Sing Ped Desk w/BBF Ped 66x30</i> <i>Bridge 42x24</i> <i>Sing Ped Credenza w/FF Ped w66</i> <i>Overhead Unit w/Double Doors and 2</i> <i>FF Peds w72</i> <i>Overhead Unit w/Doors w72</i>						
OT5	1	Office Typical 5 <i>Sing Ped Desk w/BBF Ped 72x36</i> <i>Bridge 48x24</i> <i>Sing Ped Credenza w/FF Ped w72</i> <i>Wall Hung Overhead Unit w/Doors and</i> <i>Task Light w72</i> <i>Storage Credenza w/Double Doors</i> <i>and 2 FF Peds w66</i> <i>Tall Bookcase</i> <i>36" Dia Conference Table and Base</i>						
	32	Office Guest Chair <i>#N14QQ National Mix It</i>						
TB1	2	Conference Table <i>96x48 Boat-shaped-National laminate</i> <i>to match casegoods</i>						
TB2	3	Conference Table <i>96x48 Rectangular-National laminate</i> <i>to match casegoods</i>						
CH6	40	Conference Chair <i>#N14QQ National Mix It</i>						
	50	Conference Stack Chair <i>LM Herman Miller Limerick</i>						
CH7A	2	Conference Stack Chair Dolly						
CR1	5	Conference Storage Credenza <i>72X24 Drawers on each end and</i> <i>Doors in middle</i>						
CR2	2	Conference Visual Cabinet <i>A/V Board 48x48 – National</i> <i>(whiteboard/tackboard on doors</i> <i>inside)</i>						
CH8	3	Tandem Seating 3 Seat Back To Back (Total 6 Seats) <i>Herman Miller Eames Tandem</i>						

CH9	2	Tandem Seating 4 Seat Back To Back (Total 8 Seats) W/Double Table Connected <i>Herman Miller Eames Tandem</i>						
CH10	2	Tandem Seating 5 Seat Back To Back (Total 10 Seats) W/Double Table Connected <i>Herman Miller Eames Tandem</i>						
CH11	33	Waiting Chairs 5214 Sit On It Freelance						
TB3	5	Waiting Tables 20x20 Cubes- <i>National</i> laminate to match casegoods						
SH1	17	Library Shelving <i>National Arrowood 2100 Series</i>						
SH2	3	Double Door Storage Cabinet H36 W42 <i>HM Meridian Storage Cabinets</i>						
TB4	1	Private Office Freestanding Table 30x60 Worktable- <i>National</i> laminate to match casegoods						
TB5	4	Freestanding Table 30x72 Worktable- <i>Herman Miller</i>						
BBF	5	Freestanding Box/Box/File Pedestal						
FF	4	Freestanding File/File Pedestal						
TB6	8	Table (Lounge) 36" diameter- <i>Herman Miller</i>						
CH12	32	Staff Lounge Chair <i>LM Herman Miller Limerick</i>						
LF1	3	Lateral File 5H W36 (metel)						
	1	Installation Of All Furnishings listed above						
	1	Freight						
	1	Move Management (Including Supplies)						
		Total Project					\$	\$

Discount offered if City purchases above items with the City's P-card (VISA).

Discount offered _____ % deducted from above cost for EACH.

This discount shall be considered by the City in determining the low, responsive, responsible bidder, if the City chooses to make the purchase using the City's P-card.

Prior Experience:

Number of years experience the bidder has had in providing similar services:

_____years

List below those persons who will have a management or senior artistic position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your bid.

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your bid, please delineate such differences.

List major agencies with which the bidder has had contracts or agreements during the past three (3) years:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.

BIDDER, PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THIS BID. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR BID.

CAD FORMATTED OFFICE LAYOUT; WORKSTATION
LAYOUT AND FURNITURE PLAN FOR DOWNLOADING
LOCATED ON WEB SITE:

<http://www.ci.fort-Lauderdale.fl.us/purchasing/solicitations.htm>

